

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION**

MARK BENT,  
*individually, and on behalf of all others  
similarly situated,*

CLASS ACTION

Plaintiff,

JURY TRIAL DEMANDED

v.

CASE NO:

GOTOGATE, INC.,

Defendant.

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**CLASS ACTION COMPLAINT**

Plaintiff Mark Bent ("Plaintiff"), on behalf of himself and all others similarly situated, alleges the following based upon personal knowledge as to himself, upon information and belief, and the investigation of his counsel as to all other matters, and brings this class action against Defendant GotoGate ("Defendant" or "GTG"), as follows:

**I. Nature of the Action**

1. In total, 128,934 flights were canceled in the U.S. from January to July, 2022 surpassing pre-pandemic levels.<sup>1</sup> Additionally, during that same time period, nearly a million flights have been delayed.<sup>2</sup> The delays and cancellations are attributed to widespread fleet issues, staffing shortages, air traffic control, weather, and other conditions.<sup>3</sup> The Bureau of Transportation Statistics calculates on time, delayed, and

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<sup>1</sup> <https://www.travelandleisure.com/travel-news/2022-flight-cancellations-pandemic-data>

<sup>2</sup> *Id.*

<sup>3</sup> <https://www.afar.com/magazine/why-there-are-so-many-delayed-and-canceled-flights-in-2022>

cancelled flights and estimates that only 76% of flights are on time in 2022, down 12% from 2021.<sup>4</sup>

2. Given the unprecedented travel environment, unreliable flights are becoming the new norm, leaving consumers in limbo without solid travel plans or travel dates. To ease the unreliable travel burden on consumers, the U.S. Department of Transportation requires foreign and domestic airlines to fully refund airline tickets when a consumer cancels within 24-hours of booking.<sup>5</sup>

3. As a result of travel delays, cancellations, and call center hold times, customers like Plaintiff and Class Members rely on third party companies like Defendant to facilitate unreliable travel. Like many other modern day travel agents, GTG's e-commerce website acts as the bridge to connect consumers with affordable airlines, hotels, car rentals and other travel services.<sup>6</sup> Part of GTG's charm is that customers do not have to wait in an airline call center cue to cancel a flight and request a refund. With GTG, it allegedly has a customer service team to process consumer refund requests directly with airlines as a service for Plaintiff and Class Members. Notably, GTG's refund assistance policy is supposed to make it easier on consumers to navigate refunds related to cancelled flights. GTG's outward marketing, e-commerce website, and travel offerings may even make sense to consumers during these unsettling times. In theory, intermediary companies like GTG should ease the stress level of airlines cancellations, making it easier to process refunds. Unfortunately, the pandemic and other industry disruption provides a fertile haven for companies like GGTG to scam consumers, withhold refunds, cause

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<sup>4</sup> <https://www.transtats.bts.gov/homedrillchart.asp>

<sup>5</sup> <https://www.transportation.gov/airconsumer/notice-24hour-reservation>

<sup>6</sup> <https://www.gotogate.com/>

excessive delays, charge excessive fees, among other things.

4. In accordance with the Department of Transportation, the foreign and domestic airline industry has developed a reliable standard where a consumer may cancel their airline ticket within 24-hours of booking and receive a full refund.

5. Defendant GTG sought to capitalize on this cancellation promise and launched a business described as a place where **“you always fly smart and enjoy more! ... Above all a passion for making every trip an unforgettable experience.”**<sup>7</sup> On its website, consumers can book flights, hotels, holiday homes, and rental cars. GTG boasts that it helps to connect nearly 14 million customers with over 650 airlines, including flights from 77 countries across the globe. To assist with its massive amount of travel bookings, GTG guarantees 24/7 support, with over 1,000 dedicated employees and IATA Certified Travel Agents “so that you can book with confidence,” the highest encryption and safety measures, 35 languages, etc.

6. GTG routinely markets to consumers who need flexible, last minute travel bookings at affordable pricing.

7. To alleviate concerns about Covid-19 cancellations, understaffed airlines, weather delays, and more, GTG offers flexible booking:

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<sup>7</sup> <https://www.gotogate.com/rf/about-us>

From To

From To

Search flights

**Flexible booking**  
Many airlines are relaxing their rules on ticket changes. They are saying it's OK if you are not totally sure; book now, and know that you can change your mind later.  
[Read More](#) →

**COVID-19 Information**  
It's safe to travel again, as long as you take certain precautions. Here's what the airlines are doing to ensure your health and safety.  
[Read More](#) →

**Refunds**  
How does the refund process work?  
[Read More](#) →

8. GTG claims to have a straightforward flight cancellation process:

**GOTO GATE** Ask your question here English

Home > Changes and Cancellations

How do I contact you?

- Booking and payments
- Changes and Cancellations

Can I cancel my ticket if I have bought it from a low-cost airline?

Can I cancel my trip without cancellation protection?

Can I change my flight or change the name/person once I have bought a ticket from a low-cost airline?

Can I change my flight tickets

**Want to cancel your flight?**

If you want to cancel your flight you can [contact us by email or telephone](#). Note that the flight is not canceled until you have received confirmation from us. You need to contact us as early as possible! Different airlines have different rules for how late you can cancel. You can also contact the airline directly to cancel your tickets.

Airline regulations generally do not permit refunds of canceled tickets. We must always comply with the airline's regulations and cannot make our own exceptions. However, in some individual cases it is still possible to have airline tickets refunded. If you contact us, we can look into the specific conditions that apply to your ticket. If the airline permits refunds in the case of cancellation you will receive information on any charges for this before the cancellation is finalized.

9. Moreover, prior to booking, GTG ensures its customers that it handles all

flight changes and cancellations. Specifically:

**GO TO GATE**

Ask your question here

English

Home > Covid-19 Information

How do I contact you?

- > Booking and payments
- > Changes and Cancellations
- Covid-19 Information
  - Can I cancel my booking because of health concerns?
  - Can I receive a refund for my open ticket/voucher?
  - Do I have to rebook all passengers in my booking or can I re-book only one passenger?
  - Do I need a COVID-19 PCR test or a Vaccine certificate to travel?
  - For how long can my voucher or open ticket be used?
  - How do I find my order number and booking number?
  - How does the refund process work?

### How does the refund process work?

Because of the pandemic, the airline industry is facing a difficult situation with a large number of flight cancellations and pending payment refunds. If you wish to change or cancel your flight reservation, we will contact the airline on your behalf, although please keep in mind that airline rules vary from airline to airline and we cannot guarantee that the airline you are traveling with will be able to meet your request. Please know that we are doing our best to support you in this challenging situation. Read more about [our fee for the manual handling here](#).

We handle all refunds or change requests in the order we receive them and the expected handling time is longer than usual due to the pandemic and the increased volume. We are doing our very best to assist you as quickly as possible.

### How will you keep me informed about updates?

You will receive an email when your change or refund has been processed and we ask you to wait for such further information via email before contacting us. Remember that you can check your refund status by logging in to "My Bookings", which you can access through the top right corner of our site, [or by clicking here](#). Log in with Facebook or Google if you used your linked email account to make the booking, or enter your order number and the email you used when booking.

10. As illustrated in its Terms and Conditions, GTG reassures that it processes refunds when a customer requests a cancellation. More specifically, GTG makes the false promise:

If you wish to request a change or cancellation refund, as an additional own service, We offer to handle the request on your behalf if permitted by the conditions of the airline.<sup>8</sup>

11. Plaintiff's refund at issue stems from a flight booked with Lufthansa/Condor airline, a foreign airline required to issue a full refund when an airline passenger requests a refund within 24-hours of booking, in accordance with Department of Transportation regulations.<sup>9</sup>

<sup>8</sup> [https://www.gotogate.com/rf/travel-conditions#APPENDICES\\_FEES](https://www.gotogate.com/rf/travel-conditions#APPENDICES_FEES)

<sup>9</sup> <https://www.lufthansa.com/us/en/local-page/customer-service-plan#:~:text=Providing%20Prompt%20Ticket%20Refunds,made%20by%20cash%20or%20check.>

12. Upon information and belief, Lufthansa/Condor issues consumer cancellation refunds within seven (7) days of a consumer's request for refund.<sup>10</sup>

13. Additionally, as GTG knows, the Department of Transportation has issued airline requirements related to this 24-hour refund regulation:

The 24-hour reservation requirement is mandated by the Department of Transportation's consumer rule "Enhancing Airline Passenger Protections" (14 CFR 259.5(b)(4), 76 Fed. Reg. 23110, 23166, Apr. 25, 2011) and applies to all reservations made seven days or more prior to the flight's scheduled departure time.<sup>1</sup> To comply with the regulation, carriers may not deceive consumers about the 24-hour reservation requirement when consumers inquire about cancelling or changing a reservation within 24 hours of making or paying for that reservation. This guidance also clarifies that the Department's Office of Aviation Enforcement and Proceedings (Enforcement Office) considers the failure to notify such consumers of the 24-hour reservation requirement to be unfair and deceptive in violation of 49 U.S.C. § 41712. It also considers the failure to offer a passenger a full refund in the original form of payment in the event of a cancellation request covered by the 24-hour reservation requirement to be an unfair and deceptive practice.<sup>11</sup>

14. GTG's marketing practices directly conflict with its Terms and Conditions. GTG claims to assist its customers with navigating cancellation refund requests with third party travel companies, and requires that GTG customers, like Plaintiff, use GTG to request a refund from airlines, yet expressly denies that GTG has any influence over the refund process:

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<sup>10</sup> <https://www.lufthansa.com/us/en/local-page/customer-service-plan#:~:text=Providing%20Prompt%20Ticket%20Refunds,made%20by%20cash%20or%20check.>

<sup>11</sup> [https://www.transportation.gov/sites/dot.gov/files/docs/Notice\\_24hour\\_hold\\_final20130530\\_o.pdf](https://www.transportation.gov/sites/dot.gov/files/docs/Notice_24hour_hold_final20130530_o.pdf)

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**9.3. Refunds**

**9.3.1.** Refunds are processed according to the terms and conditions of the Service Provider. If You have a right to be refunded, your refund will be processed using the same form of payment as used to pay for the booking. Please note that air fares contain different elements and not all of them may be refundable, so even if You are eligible to be refunded according to the Service Provider policies, the refunded amount may not be exactly the total price paid for your booking.

**9.3.2.** All refunds are paid from the applicable Service Provider and We, acting as the intermediary, have no influence over the Service Provider's handling times.

**9.3.3.** As an intermediary We will only process a payment refund where We have already received such from the applicable Service Provider.

**9.3.4.** The total price of your booking will include the price of the Travel Service(s), any add-on products and our service fees. Please note that our service fees are non-refundable. This is because the service fees are charged for our mediation services which shall be considered fulfilled when the booking has been confirmed to You. Any Service Provider add-on products are refundable only to the extent we have received relevant amounts in return from the Service Provider. Our own add-on products are non-refundable.

15. One of GTG's revenue streams is charging administrative assistance fees as a result of customer cancellation and refund requests:

GOTOGATE

Flights

Hotels

Rental car

Support ▼

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<b>Service fees</b>	<b>17 USD per passenger</b> For requests such as those resulting from schedule changes or cancellations by the airline, or unforeseen events or other waivers/exceptions granted by the airline (see section 3.4).
	<b>39 USD per passenger</b> For changes or cancellations requested by you, as well as for manual assistance such as making a new reservation or adding additional passengers (see section 3.5).
	<b>72 USD per passenger</b> Only applies to refund inquiries requested after the original departure date in the event of a no-show for the flight (see section 3.6). <i>* All prices are inclusive of VAT</i>

Please note that any change and/or refund is subject to the airline's Contract of Carriage and the airline's fare rules. The airline may impose additional fees. We, as an intermediary, have no influence in this regard.

16. Ultimately, Plaintiff has never received any refund from GTG. Plaintiff is not alone. As set forth below, Defendant's scheme to steal consumer airline refunds is their "biscoff and coffee" and standard business practice. Accordingly, this case can, and should, proceed as a class action.

## **II. Jurisdiction and Venue**

17. The Court has jurisdiction over this action pursuant to the Class Action Fairness Act 28 U.S.C. § 1332(d), because there are at least 100 Class members in the proposed Class, the combined claims of proposed Class members exceed \$5,000,000, exclusive of interest and costs, and at least one Class member is a citizen of a state other than GotoGate's states of citizenship, Delaware and Florida. This Court also has supplemental jurisdiction over the state law claims alleged herein pursuant to 28 U.S.C. §1367.

18. GTG's corporate headquarters in the United States is located at 4300 Biscayne Blvd. Suite 203, Miami, FL 33137. It is from this location that GTG contracts with its online customers and processes the refund requests at issue in this litigation. On information and belief, any refunds made by GTG are also processed from its Miami corporate headquarters. Accordingly, venue is proper in this Court pursuant to 28 U.S.C. § 1391 because GTG is a corporation subject to personal jurisdiction in this District and is therefore deemed to reside in this District for the purposes of venue.

19. GTG's Terms and Conditions, to which Plaintiff is a party, states, "As a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these T&Cs, including this Section 13.1, affects your rights as a consumer to rely on such mandatory provisions of local law."

20. GTG does substantial business in the State of Florida and within this judicial District, is registered to and is doing business within the State of Florida, and otherwise maintains the requisite minimum contacts with the State of Florida.

21. This Court also has jurisdiction over Plaintiff's claims because Plaintiff is a Florida resident and Plaintiff purchased the airline ticket at issue using GTG's official e-



commerce website located at [www.gotogate.com](http://www.gotogate.com).

### **III. The Parties**

22. Plaintiff Mark Bent is a veteran of the United States Marine Corps and is a citizen of Florida. Plaintiff currently resides in Duval County, Florida, and has at all times pertinent to this Complaint.

23. Defendant GotoGate is a Delaware corporation, which operates from its corporate headquarters located at 4300 Biscayne Blvd Suite 203, Miami, FL 33137. Defendant is a subsidiary of the Etraveli Group. GTG is the entity responsible for arranging flight accommodations between third party servicers (airlines, hotels, etc.) and Plaintiff and members of the Class throughout the United States and across the world.

### **IV. Factual Allegations**

#### **A. GTG's Business Model**

24. Founded in 2009, GTG operates its website with a URL of [www.gotogate.com](http://www.gotogate.com). The website operates as a modern day e-commerce travel agent, and facilitates the bookings of flights, hotels, and rental cars between said third party companies and consumers through GTG's online e-commerce website, with GTG acting as an online travel agent. Rather than only making reservations like other online reservation companies like Orbitz or Travelocity, GTG promotes itself as doing more for its customers including: purchasing and cancelling flights, hotels, and rental cars, processing payments from consumers to third parties, requesting refunds from third parties on behalf of consumers, communicating with third parties about refunds, receiving refunds intended for consumers that are received from third parties, and processing refunds between consumers and GTG.

25. In or around 2009, Etraveli Group, acquired GotoGate. Etraveli Group is

headquartered in Uppsala, Sweden, with an estimated annual revenue of 3 billion euros or \$2,904,525,000.00. Etraveli Group is owned by Booking Holdings, a publicly traded corporation (Nasdaq symbol: BKNG) worth an estimated \$80.53 billion.

26. After the acquisition, GTG became the Etraveli Group's leading brand, allowing Etraveli Group to expand its markets from a regional to international, spearheading the efforts to reach a greater audience around the world.<sup>12</sup>

27. Since Etraveli Group's purchase, GTG has expanded its services around the globe, assisting Etraveli Group's 14 million customers in over 75 markets, over 6 continents, and interacting in 35 languages, with business offices in Athens, Gothenberg, Krakow, Stockholm, Mumbai, and Pune, and outsourcing call centers located in India and China.<sup>13</sup>

28. GTG asserts that it connects customers with over 650 airlines and guarantees:

You're guaranteed to find the flight that's right for you. Plus we partnered with more than 300,000 hotels, holiday homes and car rentals in all sizes for a trip of total relaxation. Your next getaway is just a click away.<sup>14</sup>

#### **B. Plaintiff Contracted Used GTG to Book Airline Travel**

29. On April 25, 2022, Plaintiff purchased two one-way passenger airline tickets with Lufthansa/Condor for his two daughters, Emilie Bent and Abigail Bent, to travel to Paris, France. The flight was to be from John F. Kennedy International Airport (JFK) with a layover at Frankfurt International Airport (FRA) in Germany and a final destination of Charles-de-Gaulle (CDG) in Paris. (the "Flight") on May 7, 2022.

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<sup>12</sup> <https://www.etraveligroup.com/newsroom/facts/>

<sup>13</sup> *Id.*

<sup>14</sup> <https://www.gotogate.com/rf/about-us>

30. At purchase, Plaintiff received a confirmation Booking Number (2830935) and Order Number (LL5CSU).

31. Plaintiff paid \$721.97 for the flight refunds at issue in this lawsuit. Plaintiff was not flying with his daughters.

32. Within 30 minutes of booking the Flight, Plaintiff's daughters called and informed Plaintiff that they preferred a later travel date.

33. Immediately following his daughters' request, Plaintiff called GTG customer service number 1-786-405-8511 and requested a cancellation and refund of his purchase. At that time, a GTG call center representative informed Plaintiff that he was required to cancel directly with the airline, as that is the only way to process a refund request and cancel the airline reservation.

34. Immediately following his call with GTG, Plaintiff called Lufthansa/Condor and requested a cancellation of the booking and refund. The Lufthansa representative noted that Plaintiff was well within the 24-hour cancellation window but explained that because the Flight was booked through GTG, it was the party required to cancel the Flight and reimburse Plaintiff. Specifically, Plaintiff was required to return to GTG for a refund and not Lufthansa because Plaintiff booked using GTG as his travel agent.

35. Upon information and belief, Lufthansa processes refund claims within seven (7) days of a consumer's refund request if made within 24-hours of booking.

36. Immediately following his conversation with Lufthansa, Plaintiff called GTG again and relayed the information from his call with the airline. The GTG call center representative repeated that Plaintiff was required to cancel directly with the airline, as it is the only way to cancel a GTG reservation.

37. Directly thereafter, Plaintiff hung up the phone and re-dialed GTG customer

service. At that time, Plaintiff received an identical canned answer from a different GTG customer service representative.

38. At this point, Plaintiff went to the GTG website to look for information on refunds. On its website listed under “Support,” GTG limits customer assistance through two channels of communication: (1) calls to GTG 24-hour customer service telephone number 1-786-405-8511;<sup>15</sup> or (2) Using GTG’s Support portal on its website: [www.gotogate.com](http://www.gotogate.com).<sup>16</sup>

39. Other than the two methods outlined above, GTG expressly prohibits any other method of communication, including regular mail and communicating directly with GTG employees:

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<sup>15</sup> <https://www.gotogate.com/rf/contact-us>

<sup>16</sup> *Id.*

gotogate.com/rf/contact-us

GO TO GATE Flights Hotels Rental car Support About Gotogate My Bookings

## Support

Get help with your trip and more

Please note that a support ticket will only be created for inquiries submitted through channels listed on this page. We will not respond to messages received outside of these options, including, but not limited to, those sent via regular mail and sent directly to employees.

Do you have an order?

☐ **Yes, I have an order**  
Enter your details here to access your booking.

☐ **No, I don't have an order**  
If you did not make a booking with us click here

Information about my refund

For the latest information about your refund status, check “My Bookings”. Our customer support cannot offer further updates via phone.

**My Bookings**

40. After reading the instructions for how to create a “support ticket” and still within 24-hours of booking the Flight, on April 25, 2022, Plaintiff followed GTG’s website support instructions and submitted his cancellation request in accordance with GTG’s website instructions by entering Plaintiff’s e-mail and order number.<sup>17</sup>

41. Following his submission using GTG’s support function on its website, Plaintiff received this generic email from GTG:

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<sup>17</sup> *Id.*

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**From:** Customer Service <[customerservice@gotogate.support](mailto:customerservice@gotogate.support)>  
**To:** "defninblock@yahoo.com" <[defninblock@yahoo.com](mailto:defninblock@yahoo.com)>  
**Sent:** Monday, April 25, 2022 at 05:18:56 PM EDT  
**Subject:** [LL5CSU] Cancellation

Hi,

Thank you for writing to us at Gotogate – we have now received your request.

Please note that this is an automatically generated email.

Due to unforeseen increases in customer contacts we are prioritizing requests from customers with immediate travel plans. [For more information on how coronavirus might affect your travel plans, visit the following link.](#)

Remember that your booking is only canceled or modified once you have received a confirmation from us via email. If your flight departs within 72 hours after contacting us and you need to reach us before you travel, please contact us by phone.

We are doing our best to prioritize urgent calls and we ask you for your patience and understanding during this challenging time. If you haven't managed to get in contact with us or haven't received a cancellation confirmation from us 72 hours before departure, please contact the airline to cancel your ticket or look for guidance on the airline's website.

Please note that for some markets the service will be in English.

We will get back to you based on priority, please await our answer before contacting us again on the same topic.

Kind regards, Gotogate

42. GTG requires all consumers to agree to its “Terms and Conditions” contract.<sup>18</sup>

43. Despite the April 25, 2022 “Cancellation” email from GTG confirming receipt of Plaintiff’s request for cancellation and a refund, no refund has ever been received from GTG for the cancelled flight.

#### **E. Online Complaints of GTG’s Common Deceptive Practice**

44. A deeper investigation of Better Business Bureau (hereinafter, “BBB”) complaints illustrates a disturbing pattern of GTG’s unlawful business practices surrounding its failure to issue refunds for flights cancelled within 24 hours. GTG has used COVID-19 delays as an excuse to further its scam, and it continues to blame its

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<sup>18</sup> <https://www.gotogate.com/rf/travel-conditions>

repeated business failures on COVID-19. At the same time, GTG continues to advertise on its website, run its online e-commerce travel, accept consumer payments, and process payments to third parties, request refunds, email customers, but is somehow unable to process refund payments to consumers.

45. GTG has at least 517 complaints on the BBB within the last 12 months, along with complaints on several other websites where consumers allege similar (or nearly identical) harm as that suffered by Plaintiff. A sampling of those complaints are below without grammatical or typographical alteration:

- I booked 2 airline tickets over 2 years ago, and for a year I have been chasing a refund and getting messed around. Told one thing on one call and get a contradicting story on the next. Waiting time to get through usually over an hour, there is no email or physical address to contact them. They seem to have a set line "your refund is being processed we will get back to you" they NEVER do. I have tried to escalate the complaint there is NEVER anyone available.<sup>19</sup> (August 2022)
- Its \*\*\*\*\* do not ever thinkIts \*\*\*\*\* do not ever think to book with them .I had a flight from \*\*\*\*\* to Washington on 08/13/2022 at 4:10 Am .We went to take our flight and been told we have no seats for us on this plane flight number LH 585 We already have conformation number and ticket number,so I contact them over the phone and the lady told me we have no flight to Washington until next week and I have to be In \*\*\* for my work so I told her I need my Refund so she processed and told me you will be contact by the email to get your refund ,Until now I did not get any email or any thing from them and s\*\*\*\*\* my trip already .I contact one of them and told me sorry no refund for you!!!<sup>20</sup> (August 2022)
- Horrible booking system! Had to book to separate orders for \*\*\*\*\* dad because he needed a one \*\*\*\*\* needed a round trip, there was a error on the date flying out even though both flights were on the same flight \*\*\*\*\* & arrival time. There customer service was terrible waiting to speak to someone over an

<sup>19</sup> <https://www.bbb.org/us/fl/miami/profile/online-travel-agency/gotogate-inc-0633-90363965/customer-reviews>

<sup>20</sup> <https://www.bbb.org/us/fl/miami/profile/online-travel-agency/gotogate-inc-0633-90363965/customer-reviews>

hour, everyone I spoke to had a thick Indian accent & didnt understand how to receive the order number. They offered no help in correcting the flight date or making any changes nor offering any partial refund or credit. Terrible.<sup>21</sup> (August 2022)

- I have been calling and emailing for the last month about a refund for a canceled flight and they keep telling me the same thing over and over again and I just want my refund.<sup>22</sup> (August 2022)
- My tickets were cancelled last year December and I was told I can book anytime over the next one year. It has been 8 months Ive been trying to do so. This is a scam company and someone needs to take action against them and not allow them to operate. Horrible customer service. This is daylight robbery.<sup>23</sup> (August 2022)
- I'll keep it brief:I used GoToGate to book plane tickets for a trip. The airline canceled the flights and informed me that they had sent the refund to my booking service. I attempted for over 2 MONTHS to secure this refund from their customer service team with multiple phone calls and dozens of emails. The flight was canceled in April, it is now August, and I assume I have to consider this \$271 a complete loss. 0 stars, will never use again.<sup>24</sup> (August 2022)
- My flight was cancelled and the airline said I would need to get my refund through GOTOGATE. It's been over a month of calling for the same answer-they're working on the refund. They offer NO timeline for the refund and I can only call them. There is no email option and although they say you can check the status online, information for my refund isn't on there. I will NEVER use them again.<sup>25</sup> (August 2022)

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<sup>21</sup> <https://www.bbb.org/us/fl/miami/profile/online-travel-agency/gotogate-inc-0633-90363965/customer-reviews>

<sup>22</sup> <https://www.bbb.org/us/fl/miami/profile/online-travel-agency/gotogate-inc-0633-90363965/customer-reviews>

<sup>23</sup> <https://www.bbb.org/us/fl/miami/profile/online-travel-agency/gotogate-inc-0633-90363965/customer-reviews>

<sup>24</sup> <https://www.bbb.org/us/fl/miami/profile/online-travel-agency/gotogate-inc-0633-90363965/customer-reviews>

<sup>25</sup> <https://www.bbb.org/us/fl/miami/profile/online-travel-agency/gotogate-inc-0633-90363965/customer-reviews>



- I would have given negative if I could. I booked through Gotogate a flight from \*\*\*\*\* to \*\*\*\*\* round trip of Alitalia to travel in October 2021. Unfortunately it got cancelled by the airline. I requested Gotogate to process the refund immediately. Almost a year later I still havent got refund!!! Their customer service has been a joke. No answer or repeat nonsense every time. Be very careful with this company. I booked three other tickets from another travel agency (different from city) with the same Alitalia flight cancelled and got my refund 6-8 months ago!<sup>26</sup> (August 2022)
- They did refund my money I paid 364\$ for a flight then I canceled 20 minutes after then they paid me back just 161\$ its been almost 2 months that Im waiting for the rest of my money. No good dont trust.<sup>27</sup> (August 2022)
- I would give negative rating if possible. The worst service ever. The flight was cancelled by the airline, they refunded the full amount. Goto gate kept my money and did not refund, I was on hold for 3 hrs with customer service and was told that they would deduct half my flight charge for refund processing!<sup>28</sup> (August 2022)
- It is a Scam!!!!They charged me \$34.00 fee to refund my money for a flight canceled by the airline!!!Customer service is veeeeery bad!!!<sup>29</sup> (August 2022)
- There should be an option to give ZERO stars, if so - that's what I'd give them. The average rating of 1 star is too much. DO NOT WASTE YOUR TIME, MONEY, PATIENCE OR SANITY on working with this company. IT IS NOT WORTH IT. Long story short, I needed my last name changed on my ticket because I got married. I contacted them a 8 months before the flight and was directed that I'd need to do 2 things: pay [3] extra fees and send them copies of my marriage certificate and passport as proof. I completed the requests the same day. After that it was multiple email follow \*\*\* and playing phone tag with them with NO RESOLVE. I even tried to fix the issue with the airline [TAP] and they couldn't help me since I booked the reservation through GoToGate. They also said they haven't heard any requests from them to make the changes! After finally losing my

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<sup>26</sup> <https://www.bbb.org/us/fl/miami/profile/online-travel-agency/gotogate-inc-0633-90363965/customer-reviews>

<sup>27</sup> <https://www.bbb.org/us/fl/miami/profile/online-travel-agency/gotogate-inc-0633-90363965/customer-reviews>

<sup>28</sup> <https://www.bbb.org/us/fl/miami/profile/online-travel-agency/gotogate-inc-0633-90363965/customer-reviews>

<sup>29</sup> <https://www.bbb.org/us/fl/miami/profile/online-travel-agency/gotogate-inc-0633-90363965/customer-reviews>

patience and 6 weeks before my flight, I cancelled my flights, disputed the charges with my credit card and rebooked directly on another airline. GoToGate had the \*\*\*\*\* to say my dispute wasn't valid!!! I had to send in proof to my credit card company with emails, phone records [good thing I took screenshots of phone calls made, timestamps of hours long of being on the phone with them] and a letter explaining everything. Days later GoToGate even sent an email on 4/23/22 saying they'd be issuing me a refund, it's 3 months later [& counting] they still haven't refunded my account. Emails GoToGate sends to say they're trying to contact you via phone because it can't be discussed via email is to cover their tracks. If you more money to rebook a flight with them (not to mention you HAVE to call them to rebook) than it would to just book without this company. Avoid at all costs.<sup>30</sup> (July 2022)

- Booked a flight through this company. Checked with the airline and they had no records of the booking. This company would not let me cancel and refund my money. I had to book another flight through the airline and had to show proof to the airline that I had paid this company and they gave me a credit for future flights. This company took my money and never booked the flight through the airline<sup>31</sup> (July 2022)
- They charge your card more than once for the same ticket. And never refund you for months of calls and emails. STAY AWAY.<sup>32</sup> (July 2022)
- Complete Scam, my flight was canceled and didn't receive a refund.<sup>33</sup> (July 2022)
- PLEASE whatever you do or whatever great deal you find, DO NOT, I repeat...DO NOT book anything through this company. Booking is easy but when it comes to canceling, they will ghost you in the worst way. I have been trying to get a refund for year now. Spirit cancelled my return flight. They refunded the money back to GO TO GATE and they will not pass that money back to me (which it is rightfully mine). There is no way that this is legal. Every time I go to the website for contact info regarding a refund, there is a DIFFERENT number. All of the numbers stay

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<sup>30</sup> <https://www.bbb.org/us/fl/miami/profile/online-travel-agency/gotogate-inc-0633-90363965/customer-reviews>

<sup>31</sup> <https://www.bbb.org/us/fl/miami/profile/online-travel-agency/gotogate-inc-0633-90363965/customer-reviews>

<sup>32</sup> <https://www.bbb.org/us/fl/miami/profile/online-travel-agency/gotogate-inc-0633-90363965/customer-reviews>

<sup>33</sup> <https://www.bbb.org/us/fl/miami/profile/online-travel-agency/gotogate-inc-0633-90363965/customer-reviews>

busy or doesn't even ring. Sometimes there is even an international number listed. They should not be in business and I advise anyone not to do business with them. You will regret it, guaranteed. DO NOT TRUST THEM, USE THEM, OR CLICK ON THEIR SITE. There was not an option to leave ZERO stars.<sup>34</sup> (July 2022)

- The problem is when flights get cancelled. They use their own credit cards to book the flights that you purchased and the airlines refund the money to the credit card they booked it through however GO TO GATE doesn't refund it to the actual customer. They get claim that they never received a refund from the airlines which is total \*\*\*\*\*. If you call the airlines which is what I had to do, they were able to tell me when a refund was issued and the last four of the credit card it was issued to along with an email address that they used call, you're on hold for a long time and find no resolve or your calls are dropped. SERIOUSLY DO NOT WASTE YOUR TIME WITH THIS COMPANY. I DON'T EVEN KNOW HOW THEY'RE STILL ABLE TO DO BUSINESS AT ALL!!!!<sup>35</sup> (July 2022)
- The whole site should be shut down. They refuse to give refunds. They charge you to rebook your flight. The customer service is awful. They tried to charge me an additional \$300 to rebook my flight by claiming the fare was higher than what it was. It costs you
- when it was booked. Get that information and call your credit card company and file a dispute. You will never see a refund from GO TO GATE\*\*\*\*\*.<sup>36</sup> (July 2022)
- Worst travel agency in the market. They sell insurance through \*\*\*\*\* , which is a fraudulent company that doesn't have a valid phone number to reach out to follow the status of your claims. I filed a claim on May 1st, it's been 3 months and none has reached out to get my money refunded. I asked GO To Gate for a valid phone number to call \*\*\*\*\* and they did not provide me any valid information to solve my problem. I'm not going to continue wasting my time, so I'll file a claim through the \*\*\*\*\* , c/o \*\*\*\*\* of \*\*\*\*\* Services.<sup>37</sup> (June 2022)

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<sup>34</sup> <https://www.bbb.org/us/fl/miami/profile/online-travel-agency/gotogate-inc-0633-90363965/customer-reviews>

<sup>35</sup> <https://www.bbb.org/us/fl/miami/profile/online-travel-agency/gotogate-inc-0633-90363965/customer-reviews>

<sup>36</sup> <https://www.bbb.org/us/fl/miami/profile/online-travel-agency/gotogate-inc-0633-90363965/customer-reviews>

<sup>37</sup> <https://www.bbb.org/us/fl/miami/profile/online-travel-agency/gotogate-inc-0633-90363965/customer-reviews>

- STAY AWAY! This is a scam company! Been waiting for my refund for about 5 Months now. Had to cancel my trip due to COVID, calling them takes 4 hours of my time as they are awful at picking up the phone, they wont reply to emails, its impossible! Their customer service is awful! Its only yes maam, no maam, barely understand them and when I asked to speak with a Manager the rude guy said no maam, thats not possible I dont understand how a scammer, group of thieves can still be in business!<sup>38</sup> (June 2022)
- as mentioned by many reviewers, gotogate doesn't deserve a single star. My flight was cancelled by the airline and gotogate confirmed that I am eligible for full refund. It's been more than 2 months since then. Lufthansa said they issue refund within 7 days for cancelled flights. I am still waiting to receive my \$2243 refund from Gotogate.<sup>39</sup> (June 2022)
- I dont think they deserve even one star. Been chasing my refund for 6 months now and they take zero accountability. Awful company. Dont know how they are still in business. They are quick to take your money and not willing to help you after. Worst experience with a travel company. Do yourself a favour and avoid avoid avoid.<sup>40</sup> (June 2022)
- Hi Team,I have make a booking on gotogate website \$1048.78\$ Reference LFMMYW, its been more than 6months I am chasing for the refund.team kindly help to resolve and refund at the earliest.Regards.<sup>41</sup> (June 2022)
- They still didn't refund my money. This company is acting like a scam. I bought a ticket through this company. The flight was cancelled and they said they will start the refunding process, but since then i didn't get any messages or calls. I think they are trying to ignore me hoping that I'll forget or just skip refunding questions. I'll open a case on them.<sup>42</sup> (June 2022)
- I wish I could give a zero-star rating for GOTOGATE. They cancelled our flight on March 24, 2022 through an email and when you call their customer service for any update on the refund, you get no explanation and you get rude and impatient people on the phone. I called mid-May and two weeks after and I have been

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<sup>38</sup> <https://www.bbb.org/us/fl/miami/profile/online-travel-agency/gotogate-inc-0633-90363965/customer-reviews>

<sup>39</sup> <https://www.bbb.org/us/fl/miami/profile/online-travel-agency/gotogate-inc-0633-90363965/customer-reviews>

<sup>40</sup> <https://www.bbb.org/us/fl/miami/profile/online-travel-agency/gotogate-inc-0633-90363965/customer-reviews>

<sup>41</sup> <https://www.bbb.org/us/fl/miami/profile/online-travel-agency/gotogate-inc-0633-90363965/customer-reviews>

<sup>42</sup> <https://www.bbb.org/us/fl/miami/profile/online-travel-agency/gotogate-inc-0633-90363965/customer-reviews>

pleasant on the phone both times. They have no way of giving any update on the refund process and expect you to wait for their email only when the refund is on the way. It can apparently take up to more than six months for any update at all. You will have hoped you have never encountered them at all. I am a frequent traveller and this is the worst service I have ever come upon. I am warning everyone, NEVER USE GOTOTGATE FOR ANYTHING!<sup>43</sup> (June 2022)

- Do yourself a favor and never use them. They are fraudsters and scammers. I booked flight a year ago for my family and they cancelled it. I never got any refund or they never gave me new tickets. They are the worst. Please do not use them, they will burn you.<sup>44</sup> (May 2022)
- Horrible! Assumed I was dealing with Booking.com. but apparently it was this place that booked the flight. \*\*\*\*\* airlines canceled my flight. Been fighting for a refund for weeks. Getting runaround from \*\*\*\*\* , Booking.com and this place. DO NOT Use any of them!!!<sup>45</sup> (May 2022)
- BUYER BEWARE!!! Cancelled flights without rebooking services. Booking.com uses a third party vendor GoToGate. These jokers have the worst customer service. Ive made 5 calls trying to rebook or get refunds for the cancelled flights. Ive been disconnected during transfers and called a liar by one rep during this process. I WILL NEVER USE GO TO GATE AGAIN.<sup>46</sup> (May 2022)
- This company is a scam. We booked our flight and due to a website error on the airline our flight was cancelled but they told us GoToGate could fix it by calling. The GoToGate rep was condescending and told me it was fixed, "this happens all the time", and to wait 24 hours for the system to update. 24 hours later a different rep tells me the issue was never fixed and the airline says it is now too late to fix. Gotogate tells me they will investigate and call me back as soon as possible with a resolution. It is now 3 weeks past my scheduled trip, GoToGate tells me they are still "Investigating" and refuse to give me anything in writing confirming the status of the investigation which prevents me from taking it up with my bank. I'm out \$2200 for the flight and more with all the lost bookings for the actual trip. Do not use this service!!<sup>47</sup> (May 2022)

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<sup>43</sup> <https://www.bbb.org/us/fl/miami/profile/online-travel-agency/gotogate-inc-0633-90363965/customer-reviews>

<sup>44</sup> <https://www.bbb.org/us/fl/miami/profile/online-travel-agency/gotogate-inc-0633-90363965/customer-reviews>

<sup>45</sup> <https://www.bbb.org/us/fl/miami/profile/online-travel-agency/gotogate-inc-0633-90363965/customer-reviews>

<sup>46</sup> <https://www.bbb.org/us/fl/miami/profile/online-travel-agency/gotogate-inc-0633-90363965/customer-reviews>

<sup>47</sup> <https://www.bbb.org/us/fl/miami/profile/online-travel-agency/gotogate-inc-0633-90363965/customer-reviews>

- Appears to be an unscrupulous company at best. Told me my flight was cancelled. I requested refund. I was told I had to wait up to 2 months for a refund. Also only refunded a fraction of the amount charged. Not at all confident I will ever see that money again. My advice....do not use! Wish I had read these reviews first.<sup>48</sup> (May 2022)
- GOTO GATE is a \*\*\*\*\*!! They offer cheap tickets which do not actually exist, then after you pay your flight is "cancelled" and they do not refund your money. DO NOT USE GOTO GATE!!<sup>49</sup> (May 2022)
- Just like everyone else, my airline cancelled my flight and I have been fighting for almost six months to get a refund. Huge scam. Stay away!<sup>50</sup> (April 2022)
- They sent no email with confirmation information on 2 tickets booked in 2020. The airline company has issued a refund as of late 2021 and they never refunded my credit card. Customer Service not all that great or trustworthy. They claim they are checking information and get no resolution. They like to play games either saying I can't get refunded since I called 3 months late. However they are holding on to my \$1590.12 dollars. Not sure why this company is still in business and scamming customers. Save yourselves the aggravation don't book thru them, go directly thru the airline company. I told them one way or the other I would get my refund but they weren't getting away with it.<sup>51</sup> (April 2022)

46. Upon information and belief, GTG has a BBB rating of "F" and did not respond to any of the above-mentioned complaints.

47. Other websites with similar consumer complaints against GTG, including but not limited to:

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<sup>48</sup> <https://www.bbb.org/us/fl/miami/profile/online-travel-agency/gotogate-inc-0633-90363965/customer-reviews>

<sup>49</sup> <https://www.bbb.org/us/fl/miami/profile/online-travel-agency/gotogate-inc-0633-90363965/customer-reviews>

<sup>50</sup> <https://www.bbb.org/us/fl/miami/profile/online-travel-agency/gotogate-inc-0633-90363965/customer-reviews>

<sup>51</sup> <https://www.bbb.org/us/fl/miami/profile/online-travel-agency/gotogate-inc-0633-90363965/customer-reviews>



← → ↻ sitejabber.com/reviews/gotogate.com

**GoToGate** Overview **Reviews** Q&A

### Really frustrating customer service, dont honor airline's policies

★☆☆☆☆ July 10th, 2022

I exchanged about 7 emails with customer service, each time less helpful than the last. Ultimately I ended up just letting them "win" without receiving any refund or credit back because I was so exhausted by the whole process. I knew I shouldn't have purchased airline tickets through go-to-gate but now I will ensure I really never do again. Go straight through the airline - it's very likely that gotogate won't honor the purchase policies and you'll lose all money should something go wrong.

← → ↻ sitejabber.com/reviews/gotogate.com


**GoToGate** Overview **Reviews** Q&A


### Misleading Cancellation Fees

★☆☆☆☆ May 24th, 2022


When you go to cancel a flight, they tell you the amount they will refund, but not the difference between the refund amount and the original price. Thereby making it very easy to cancel and have to pay a cancellation fee instead of simply transferring flights. This is very unfair given the amounts of money involved, and is clearly a way to make antsy planners (like myself) pay extraneous cancellation fees. A very dishonest practice. I lost \$300 due to the above. DO NOT use GoToGate if you can avoid them.

← → ↻ trustpilot.com/review/www.gotogate.com



 **Gotogate**

GOTOGATE ★★☆☆☆ 2.0 ⓘ

 **David Noon**  
1 review ⓘ IL


★☆☆☆☆ 8 hours ago




#### I never got refunded or a voucher for...



I never got refunded or a voucher for my flights in May 2020 even though Gotogate did and I've stopped hoping for my 324.22 pounds Stirling back or even the chance of booking another flight.


Gotogate are very unprofessional and need to be closed down for fraud, I have tried to contact them without any reason for stealing my money other then they sent me a e-mail to claim a voucher and all the links wouldn't work at the time. They're a conning company not serious and I'd recommend anyone to AVOID THEM AT ALL COSTS!.

← → ↻ trustpilot.com/review/www.gotogate.com






 **Gotogate**  
GOTO GATE  2.0 

**LE**  1 review  FR


 2 days ago




**Maybe one day they'll refund me.**


I never got refunded for my flight in June 2020 even though I had bought insurance (change and refund) and I've stopped hoping. they're not serious and I'd recommend anyone to AVOID THEM AT ALL COSTS! They subcontracted some of it to an "etraveli Group" who proceeded to ask me for my bank details in email! How unprofessional.

 Useful 3  Share 

← → ↻ trustpilot.com/review/www.gotogate.com



 **Gotogate**  
GOTO GATE  2.0 

 A day ago

**Is there a way to give 0 star - still waiting for refund**

Is there a way to give 0 star?  
My flights were cancelled by the airline - which decently refunded gotogate.

However gotogate never processed the refund back to me. After I emailed them and called them twice they finally agreed to proceed with the refund... but also informed me they would take a "processing fee" because they had to "cancel my booking".

So summary:




- airline pays back Gotogate in full
- Gotogate perhaps will eventually one day pay me back some amount of that

Conclusion:

- do not use Gotogate


Bonus point:




- fairly rude customer service


 Useful 3  Share 



← → ↻ trustpilot.com/review/www.gotogate.com






 **Gotogate**  
GOTO GATE  2.0 


 Updated a day ago




**Go to gate should be renamed go to hell**


Go to gate should be renamed go to hell  
They said they cancelled my mum's flight then coming back there was trouble since for my mum there was two bookings for my mum please go to hell sort out your company

 Useful 2  Share 

← → ↻ trustpilot.com/review/www.gotogate.com








 **Gotogate**  
GOTO GATE  2.0 



 3 days ago

**Refund is impossible**

My flight was cancelled by the airline and I've been waiting for a refund for over a month. There is NO CUSTOMER SERVICE as I am consistently getting hung up on. DO NOT USE THIS COMPANY. I'm looking to take legal action soon.




 Useful 1  Share 

 **Kai M**  
1 review  US

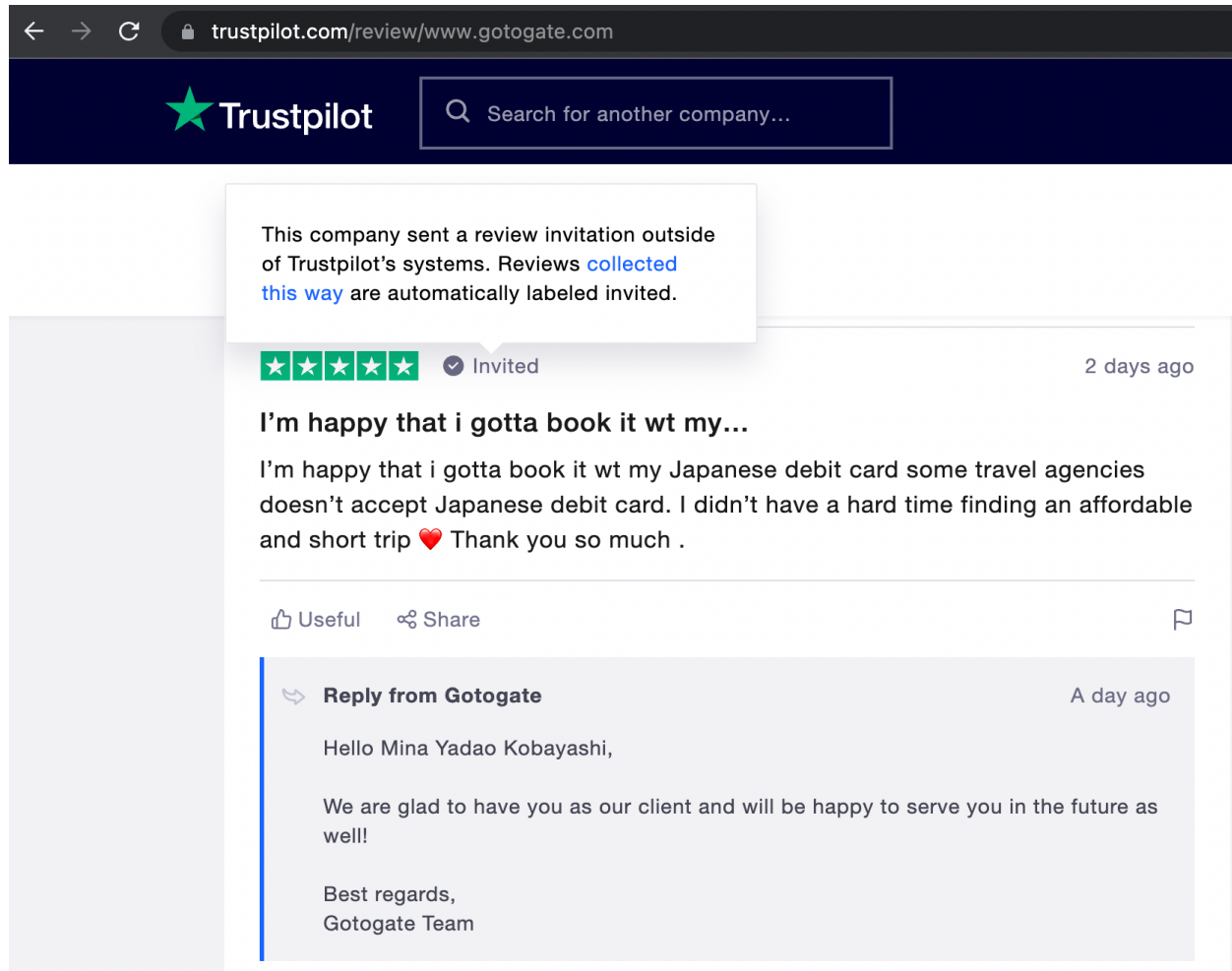
  Invited 20 hours ago

**Stay away from this site**

Stay away from this site. Customer service is a joke. No provision for cancellation within 24hrs, unlike almost every other booking site. Will never use again.

 Useful  Share 

48. Disturbingly, upon information and belief, GTG has seen some or all of the refund disputes herein but ignores them and refuses to respond to negative consumer complaints. Instead, GTG only responds to certain 5-star reviews:



49. GTG knew or should have known that it was receiving and would continue to receive complaints and reports of breach of contract, failure to refund its customers, and continuing its deceptive and unlawful business practices.

50. GTG has committed a host of unlawful business practices, including: (a) breaching its contractual obligations to process payments to Plaintiff and other Class Members by the specified date after completed transactions; (b) falsely advertising its commitment to assist customers with airline services to receive travel refunds by a certain date after cancellation; (c)

keeping possession of refund payments once reimbursed by an airline and/or without rebooking a customer on a future flight; failing to process consumer cancellation refund requests; (d) marketing, advertising, and charging inflated fees based on reasonable expectations about refund payment timing.

51. GTG repeatedly failed to disclose to prospective e-commerce travelers that it would not process refund payments and/or that its refund payments would be severely delayed by many months. The company's deception has damaged Plaintiff and Class Members, either through total non-payment, delayed payments without interest, and/or inflated fees. Indeed, GTG is not entitled to any fees or commission given its wildly unlawful conduct and that it manufactured the delay it seeks to hide behind.

52. GTG has disabled and removed any and all derogatory or negative consumer reviews, complaints, and/or comments on its Google page.<sup>52</sup> GTG therefore knowingly and repeatedly fails to disclose its fraudulent and unlawful conduct, and actively conceals its conduct from new consumers.

53. GTG fails to make payments to e-commerce consumers, which is a direct and material breach of the Terms and Conditions of the contractual obligations entered into and agreed to by Plaintiff and Class Members.

54. By prolonging and/or refusing to make payments to e-commerce consumers, GTG can use the payment refunds as an interest free and tax-free loan to itself.

55. Without paying Plaintiff and hundreds of other customers, GTG's e-commerce marketplace is essentially operating as a scam used to bilk travelers out of cancelled travel services

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<sup>52</sup><https://www.google.com/search?q=gotogate&oq=gotogate&aqs=chrome..69i57.1054j0j1&sourceid=chrome&ie=UTF-8>

and unlawfully retaining refunds from consumers—a fact it tries to spin in a positive light in its marketing materials and on its website, as GTG claims to assist its customers with refunds.

56. Plaintiff and Class Members have suffered actual damages as a result of GTG’s material breaches of its Terms and Conditions contract.

57. Plaintiff and Class Members have suffered actual damages as a result of GTG engaging in various unfair and deceptive trade practices described herein, including falsely advertising timely refund payments, inflating fees or commission prices based on timely payments, and retaining lucrative refund payments without ever returning refunds to its customers or paying interest for excessive delays.

58. Had Plaintiff known the truth about GTG’s unlawful business practices—including its failure to refund payments and its inflated fees or commissions—he would not have used GTG’s services to purchase airline tickets for his daughters.

59. GTG’s marketing and advertising was and is false, misleading, and reasonably likely to deceive the public.

## **V. Class Action Allegations**

60. Plaintiff seeks to bring this case as a class action on behalf of himself and all other persons similarly situated, pursuant to Rule 23 of the Federal Rules of Civil Procedure. The proposed class (the “National Class” and “Florida Subclass” are collectively referred to as the “Class”) is defined as follows:

### **National Class**

All persons in the United States who (a) submitted a cancellation request within 24-hours of booking with GotoGate and received an automatically generated email from GTG acknowledging receipt of cancellation with a time stamp dated within 24-hours of booking; and (b) were not issued a refund payment by GotoGate following the cancellation.

**Florida Subclass**

All Florida residents who (a) submitted a cancellation request within 24-hours of booking with GotoGate and received an automatically generated email from GTG acknowledging receipt of cancellation with a time stamp dated within 24-hours of booking; and (b) were not issued a refund payment by GotoGate following the completed transaction and cancellation.

61. Expressly excluded from the Class are:

- a. any Judge or Magistrate presiding over this action and members of their immediate families;
- b. GotoGate and any entity in which GotoGate has a controlling interest, or which has a controlling interest in GotoGate and its legal representatives, assigns and successors; and
- c. all persons who properly execute and file a timely request for exclusion from the Class.

62. Plaintiff reserves the right to amend the Class definition at the Class Certification stage of the litigation if further investigation and discovery indicates that the Class definition should be narrowed, expanded, or otherwise modified.

**Rule 23(a) Criteria**

63. **Numerosity.** The exact number of Class members is unknown as such information is in the exclusive control of GTG. However, due to the nature of the trade and commerce involved and the number of reviews and complaints, Plaintiff believes the Class consists of thousands of consumers, geographically dispersed throughout the United States, making joinder of all Class members impracticable. Class members are ascertainable from a review of GTG's business records.

64. **Commonality.** Common questions of law and fact affect the right of each Class member and common relief by way of damages is sought for Plaintiff and Class members. The

harm that GTG has caused or could cause is substantially uniform with respect to Class members.

Common questions of law and fact that affect the Class members include, but are not limited to:

- (a) Whether GTG Terms and Conditions contract is uniform for all Class Members;
- (c) Whether GTG's practice of not reimbursing consumers after receiving notice of cancellation within 24-hours of booking is a breach of its terms;
- (d) Whether GTG's practice of retaining consumers' refund proceeds violates Florida law as an unfair and deceptive practice;
- (d) Whether GTG's breach of its contractual refund payment obligations precludes it from taking any service fees (or a lower service fee) on the refund of the goods at issue;
- (f) Whether GTG was unjustly enriched by retaining the customers' refund monies; and
- (g) Whether the members of the Class have sustained damages and, if so, the proper measure of such damages.

65. **Typicality.** The claims and defenses of the representative Plaintiff are typical of the claims and defenses of the Class because they are all owed a refund of monies unlawfully retained by GTG. Additionally, GTG failed to disclose to each Class Member that it would not process owed refund payments to customers in a timely manner under the contract—or even at all. Plaintiff has suffered damages of the same type and the same manner as the Class he seeks to represent and is similarly affected by GTG's wrongful conduct. Specifically, Plaintiff should have received a full refund of \$721.97 as a result of his cancellation within 24-hours of purchase but has not received any refund payment to date. Plaintiff has also not received any interest on the amount due and has been deprived of the use of his money while be unlawfully retained by GTG. There is nothing peculiar about Plaintiff's claims. Indeed, Plaintiffs' claims are typical of the

claims of other class members as detailed in the complaints quoted above.

66. **Adequacy of Representation.** The representative Plaintiff will fairly and adequately assert and protect the interests of the Class. First, Plaintiff has hired attorneys who are experienced in prosecuting class action claims within this state and across the United States, and who will adequately represent the interests of the Class. Second, Plaintiff has no conflict of interest that will interfere with the maintenance of this class action as his claims are the same as the class members he seeks to represent.

**Rule 23 (b) Criteria**

67. The common questions of law and fact set forth herein predominate over any questions affecting only individual Class members, including whether GTG unlawfully retains customers' refund monies from flights cancelled within 24-hours of booking. A class action provides a fair and efficient method for the adjudication of this controversy for these reasons and is superior to the alternative methods involved in individual litigation.

68. Although the class is numerous enough to meet the numerosity requirement, the proposed Class does not create manageability problems because the claims turn on common legal determinations. Either the contractually required refund payments were timely made or they were not. There are no unusual legal or factual issues that would create manageability problems as the issues turn on interpretation of GTG's standard form Terms and Conditions contracts and marketing materials.

69. Prosecution of separate actions by individual members of the Class would create a risk of inconsistent and varying adjudications against Defendant when confronted with incompatible standards of conduct.

70. Despite the costly nature of the refund monies retained by GTG, the claims of the individual Class members are, nevertheless, small in relation to the expenses of individual litigation, making a Class action the only procedural method of redress in which Class members can, as a practical matter, recover their damages and stop the unfair and deceptive practices at issue.

71. Injunctive relief is also proper because GTG has acted or refused to act on grounds that apply generally to the Class, so that final injunctive relief is appropriate with respect to the class as a whole to prevent further harm from repetitive deceptive and unfair retention of customers' refund monies.

72. Class members are readily identifiable and ascertainable given the online nature of GTG's business practices. The company's generic email distributed after a refund request within 24-hours of booking creates a written acknowledgement of a cancellation request made within 24 hours of booking which will make identification of Class members simple and straightforward.

**Tolling of any Applicable Statutes of Limitations**

73. For the reasons set forth herein, Plaintiff and putative members of the Class are within the applicable statute of limitation for the claims presented here. GTG actively concealed that it would untimely refund payments or refund payments at all when customers request a cancellation within 24-hours of booking, including by not responding to written letters, requiring customers to call airlines for refunds when it knows the airlines require customers to request via GTG, sending generic emails about refund payments and delays, among other things. Thus, GTG is estopped from asserting any statute of limitation defense that might otherwise be applicable to the claims asserted herein.



## **VI. CAUSES OF ACTION**

### **COUNT I**

#### **Breach of Contract (On Behalf of the National Class)**

74. Plaintiff repeats and re-alleges the allegations set forth in paragraphs 1-73, as if set forth fully herein.

75. Plaintiff and Class Members entered into identical Terms and Condition contracts with GTG when they booked travel using GTG's services, submitted cancellation requests for refunds within 24-hours of booking, and received the same automated generic email from GTG confirming its receipt. The identical Terms and Conditions are therefore binding on both GTG and all Class members, including Plaintiff.

76. Plaintiff and Class Members performed all conditions precedent under the Terms and Conditions contract prior to filing this action.

77. Plaintiff's and Class Members' Terms and Conditions contract with GTG required refund payments from GTG and required Class Members to use GTG as the middleman to recover a refund.

78. Specifically, GTG's Terms and Conditions make the following contractual promise: "If you wish to request a change or cancellation refund, as an additional own service, We offer to handle the request on your behalf if permitted by the conditions of the airline."<sup>53</sup>

79. All airlines operating within the United States are required to provide full refunds to all flights cancelled within 24 hours of booking. Thus, GTG's promise to provide cancellations and refunds consistent with the "conditions of the airline" requires a full refund of all flights cancelled within 24 hours.

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<sup>53</sup> [https://www.gotogate.com/rf/travel-conditions#APPENDICES\\_FEES](https://www.gotogate.com/rf/travel-conditions#APPENDICES_FEES)

80. GTG breached the Terms and Conditions contract by failing to refund Plaintiff and Class Members following its receipt and acknowledgement of their refund request. For example, Plaintiff purchased flights on April 25, 2022, at 1:42 p.m., EST. This purchase was confirmed by email from GTG. Shortly thereafter, and within 24 hours of booking, Plaintiff submitted a written request for cancellation to GotoGate using its website form located at [www.gotogate.com](http://www.gotogate.com).

81. On April 25, 2022, at 5:18 p.m., GotoGate sent an automatically generated email confirmation to Plaintiff and acknowledged that it had received Plaintiff's request for cancellation.

82. On information and belief, similar "Cancellation" emails are automatically generated by GTG once an online request has been made for a cancellation and refund. These email requests satisfy the written request requirement of the Terms and Conditions and will identify class members who also requested a refund within 24 hours of booking.

83. As a direct and proximate result of GTG's breach, Plaintiff and Class Members have suffered actual damages by failing to receive monies they are contractually owed for refund of travel cancelled within 24-hours of booking.

84. Additionally, Plaintiff and the class did not receive any prejudgment interest on the refund amounts due.

85. Specifically, Plaintiff has suffered monetary damage equal to \$721.97, the purchase price of his two cancelled flights plus interest thereon. As a result of GTG's breach of contract, GTG should not be permitted to obtain any fees related to the refunds completed on behalf of Plaintiff and the Class. Therefore, Plaintiff and Class Members demand refund of the full price of the travel purchased on GTG's website as a result of GTG's breach of contract, without any deduction for refund administrative or processing fees.

**COUNT II**

**Violation of Florida's Deceptive and Unfair Trade Practices Act  
Florida Statute Section 501.201, *et seq.*  
(On Behalf of the Florida Subclass)**

86. Plaintiff repeats and re-alleges the allegations set forth in paragraphs 1-73, as if set forth fully herein.

87. The purpose of the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201, *et seq.*, (“FDUTPA”) is to “protect the consuming public ... from those who engage in unfair methods of competition, or unconscionable, deceptive or unfair acts or practice in the conduct of any trade or commerce.” Fla. Stat. § 501.202(2).

88. Plaintiff and the members of the Class are a “consumer” as defined by Florida Statute § 501.203(7).

89. The airline tickets are “trade or commerce” as defined by Florida Statute § 501.203(8).

90. FDUTPA was enacted to protect the consuming public and legitimate business enterprises from those who engage in unconscionable, deceptive, or unfair acts or practices in the conduct of any trade or commerce, and in unfair methods of competition.

91. From its United States headquarters in Miami Florida, GTG makes decisions on how to hand refund payments due to customers residing within the United States. It also collects and holds in Miami cancellation refund payments from various airlines for cancelled flights. On information and belief, the funds that are due and owing to Plaintiff and the class are retained within the state of Florida.

92. For the reasons discussed herein, GotoGate violated FDUTPA by engaging in the actions described herein by failing to disclose that GTG does not actually issue refunds, causes extreme delays in returning refunds, and/or charges excessive fees in issuing refunds beyond its

Terms and Conditions contract with the Class, which violates Florida Statute § 501.201, *et. seq.* GTG's unconscionable, deceptive, and unfair acts and practices described herein were likely to, and did in fact, deceive members of the public, including consumers (like Plaintiff and members of the Class) acting reasonably under the circumstances and to their detriment.

93. In committing the acts alleged above, GTG engaged in unconscionable, deceptive, and unfair acts and practices failing to disclose the true nature of its refund policy that resulted in withholding refund payments, extreme delays in returning refunds, and/or excessive fees beyond the scope and agreement in the Terms and Conditions contract between GTG and the Class.

94. GTG's actions constitute unconscionable, deceptive, or unfair acts or practices because, as alleged herein, GTG failed to disclose to Plaintiff and members of the Class the true nature of its refund policy, thereby offending an established public policy with the Department of Transportation and airline policies to provide full refunds for any flights cancelled within 24 hours, and engaging in immoral, unethical, oppressive, and unscrupulous activities that are and were substantially injurious to consumers.

95. In committing the acts alleged above, GTG engaged in unconscionable, deceptive, and unfair acts and practices.

96. GTG's conduct is unconscionable, deceptive, and unfair, as it is likely to, and did, mislead consumers acting reasonably under the circumstances. Plaintiff and members of the Class, as consumers, relied on GTG's representations.

97. As a direct and proximate result of GTG's conduct, Plaintiff and the members of the Class have been harmed by not receiving the benefit of their bargain. Specifically, Plaintiff and the Class cancelled their travel within 24-hours of booking and requested a timely refund. In respond, GTG acknowledged receipt of the timely cancellation and request for refund. However,

GTG failed to provide any refund at all despite its representations to the contrary. Plaintiff and members of the Class have suffered actual damage in the amount of the ticket price paid for all flights cancelled within 24 hours of booking.

98. Specifically, Plaintiff has suffered monetary damage of \$721.97, the amount he paid for the flights cancelled within 24 hours, plus any interest due thereon.

99. As a direct and proximate result of the unconscionable, unfair, and deceptive acts or practices alleged herein, Plaintiff and members of the Class have been damaged and are entitled to recover actual damages, to the extent permitted by law, including Florida Statutes § 501.211 in an amount to be proven at trial. In addition, pursuant to Florida Statute § 501.211, Plaintiff and the members of the Class seek equitable relief and to enjoin GTG on terms the Court considers reasonable.

100. Plaintiff and the members of the Class also seek reasonable attorneys' fees and costs, as prescribed by Florida Statutes § 501.211(2).

#### **Prayer for Relief**

WHEREFORE, Plaintiff prays that this case be certified and maintained as a class action and for judgment to be entered against GotoGate as follows:

- A. Enter an order certifying the proposed Class, designating Plaintiff as the Class representative, and designating the undersigned as Class Counsel;
- B. Declare that GotoGate is financially responsible for notifying all Class members;
- C. Declare that GotoGate must disgorge, for the benefit of the Class, the ill-gotten profits it received from retaining cancelled flight proceeds;
- D. For economic and compensatory damages on behalf of Plaintiff and all members of the Class;
- E. For actual damages sustained, as allowed by law;

- F. For punitive or exemplary damages;
- G. For injunctive and declaratory relief;
- H. For reasonable attorneys' fees and reimbursement of all costs for the prosecution of this action pursuant to Florida Statute § 501.211(2); and
- I. For such other and further relief as this Court deems just and appropriate.

**Jury Demand**

Plaintiff hereby demands a trial by jury on all issues so triable.

DATED this 23rd day of September, 2022.

Respectfully submitted,

/s/ Brian W. Warwick

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